

BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT B

PART 7 OF 13

ATTACHMENT 3

LOCAL INTERCONNECTION

July 15, 2002

TABLE OF CONTENTS

1. NETWORK INTERCONNECTION.....	3
2. METHODS OF INTERCONNECTION	5
3. INTERCONNECTION TRUNKING AND ROUTING	8
4. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION	11
5. NETWORK MAINTENANCE	19
6. INTERCONNECTION COMPENSATION	19
7. OSS RATES	24

EXHIBIT A – Rates

EXHIBIT B – Basic Architecture

EXHIBIT C – On-Way Architecture

EXHIBIT D – Two-Way Architecture

EXHIBIT E – SuperGroup Architecture

July 15, 2002

LOCAL INTERCONNECTION

1. NETWORK INTERCONNECTION

- 1.1 The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (switched access).
- 1.2 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.
- 1.3 Supra Telecom shall provide interconnection to BellSouth at any mutually agreed upon point.
- 1.4 Supra Telecom must establish, at a minimum, a single Point of Presence, Point of Interface, and Point of Interconnection with BellSouth within the LATA for the delivery of Supra Telecom's originated Local Traffic and ISP-bound Traffic terminated to BellSouth and Transit Traffic terminated to other than BellSouth. If Supra Telecom chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth access or local tandem. Furthermore, Supra Telecom must establish Points of Interconnection at all BellSouth access and local tandems where Supra Telecom NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and Supra Telecom End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is Supra Telecom's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for Supra Telecom to home its NPA/NXX(s) on a BellSouth access or local tandem, Supra Telecom's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.
 - 1.4.1 Additional Points of Interconnection in a particular LATA may be established by mutual agreement of the Parties. If the Party's are unable to agree, then the Party's agree to continue to use the initial Point of Interconnection until such time as the agreement is amended to incorporate the FPSC's decision in Docket No. 000075-TP.
- 1.5 A Point of Presence is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The Point of Presence is the physical location within which the Point(s) of Interface occur.

July 15, 2002

- 1.6 A Point of Interface is the physical telecommunications interface between BellSouth and Supra Telecom's interconnection facilities. It establishes the technical interface and point of operational responsibility. The primary purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics:
 - 1.6.1 It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
 - 1.6.2 It is a point where BellSouth and Supra Telecom can verify and maintain specific performance objectives.
 - 1.6.3 It is specified according to the interface offered in this Agreement
- 1.7 The Parties provide their own equipment to interface with the circuits on the customer premises.
- 1.8 The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either access tandems, local tandems, End Offices, or any other technically feasible point, as described in this Agreement. Supra Telecom's requested Point of Interconnection will also be used for the receipt and delivery of Transit Traffic at BellSouth access and local tandems. Points of Interconnection established at the BellSouth local tandem apply only to Supra Telecom originated Local Traffic and ISP-bound Traffic and local originating and terminating Transit Traffic.
- 1.9 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.
- 1.10 Each party will be responsible for engineering its network (i.e., the underlying facilities on which trunks are provisioned) on its side of the Point of Interface. Supra Telecom, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated Local Traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.
- 1.11 BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated Local Traffic to Supra Telecom for call transport and termination by Supra Telecom.

July 15, 2002

- 1.12 For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.
- 1.13 For the purposes of this Attachment 3, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.
- 1.14 For the purposes of this Attachment 3, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

2. METHODS OF INTERCONNECTION

- 2.1 The Parties shall interconnect their networks utilizing one of the following methods in accordance with the provisions set forth in this Attachment 3.
- 2.2 Interconnection by one Party at the premises of the other Party.
- 2.2.1 BellSouth shall provide collocation to Supra Telecom pursuant to the terms set forth in Attachment 4 of this Agreement, incorporated herein by this reference. Supra Telecom may, at its option, purchase such collocation at the rates, terms, and conditions set forth in Attachment 4 of this Agreement, incorporated herein by this reference.
- 2.3 Leased Facilities – where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Attachment 3. At Supra Telecom's request, it may lease separate facilities for the sole purpose of delivering undipped 8YY traffic from Supra Telecom's end users to BellSouth's Switching Services Port ("SSP") for dipping into BellSouth's toll free database.
- 2.4 Third Party Facilities – where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this Agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
- 2.5 Commercial Intra-building Interconnection – where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish a Point of Interface at such location utilizing intra-building cable.

July 15, 2002

- 2.6 "Fiber Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface), at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., Point of Interface). A Fiber Meet shall be an arrangement as set forth in Section 2.9 of this Attachment 3.
- 2.7 Any other method determined to be technically feasible and requested by Supra Telecom shall be done pursuant to the process defined in Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.8 Local Tandem Interconnection. This interconnection arrangement allows Supra Telecom to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of Supra Telecom-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff, Section A3 served by those BellSouth local tandems; and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.
- 2.8.1 When a specified local calling area is served by more than one BellSouth local tandem, Supra Telecom must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Supra Telecom may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. Supra Telecom may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Supra Telecom does not choose to establish a Point of Interconnection. It is Supra Telecom's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Supra Telecom's codes. Likewise, Supra Telecom shall obtain its routing information from the LERG.
- 2.8.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, Supra Telecom must also establish Points of Interconnection to BellSouth access tandems within the LATA on which Supra Telecom has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access ("SWA"), and traffic to Type 2A CMRS connections located at the access tandems. BellSouth

July 15, 2002

cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's General Subscriber Services Tariff, Section A35.)

- 2.8.3 Bell South's provisioning of local tandem interconnection assumes that Supra Telecom has the necessary local interconnection arrangement with the other third party network providers subtending those local tandems as required by the Act.
- 2.9 Fiber Meet
 - 2.9.1 If Supra Telecom elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, Supra Telecom and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. The parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities and software. However, Supra Telecom's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The Parties will work cooperatively in the selection of compatible transmission equipment and software. Fiber Meet will be used for the provision of two-way trunking unless otherwise agreed to by the Parties.
 - 2.9.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Serving Wire Center ("BSWC").
 - 2.9.3 Supra Telecom shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Supra Telecom Serving Wire Center ("ASWC").
 - 2.9.4 The parties shall mutually agree upon a Point of Interface outside of the BSWC as a Fiber Meet point and shall make all necessary preparations to receive and to allow and enable delivery of fiber optic facilities into the Point of Interface with sufficient spare length to reach the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate

July 15, 2002

from the Point of Interface (i.e., Point of Interface to Supra Telecom, Point of Interface to BellSouth).

- 2.9.5 The Parties shall deliver and maintain their own strands wholly at their own expense. Upon verbal request by either Party, the other Party shall allow access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 2.9.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 2.9.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 2.9.8 Neither Party shall charge the other for its portion of the Fiber Meet facility between the ASWC and the BSWC used exclusively for the other Party's local traffic (i.e., the Local Channel). The Parties do not intend to utilize this arrangement for Transit Traffic.

3. INTERCONNECTION TRUNKING AND ROUTING

- 3.1 The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Attachment in accordance with the following:
- 3.2 Within 45 days of the Effective Date, the Parties will mutually develop an operations plan based on sound engineering and operations principles, which will specify the guidelines to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 3. Such guidelines will conform to standard industry practices adopted by and contained in documents published by Industry Forums, including but not limited to, the Alliance for Telecommunications Industry Solutions ("ATIS") and the Ordering and Billing Forum ("OBF").
- 3.3 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment.
- 3.4 Unless otherwise mutually agreed, the Parties will complete the conversion within one [1] year of the Effective Date of the Agreement.
- 3.5 If, following one [1] year after the Effective Date of the Agreement, there exists any interconnection trunks which have not been converted to the interconnection arrangements described in this Attachment 3,

July 15, 2002

then either Party may invoke the dispute resolution proceeding, pursuant to Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

- 3.6 The Parties will use the following interconnection standards:
 - 3.6.1 The Parties agree to establish Binary 8 Zero Sum Extended Superframe line protocol, where technically feasible.
 - 3.6.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. DS3 facilities will be provisioned with C-bit parity.
 - 3.6.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.
 - 3.6.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Section 4.13 of this Attachment 3 and sound engineering practices.
 - 3.6.5 Interconnection will be provided utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).
 - 3.6.6 BellSouth and Supra Telecom shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with Exhibits B - E of this Attachment 3, attached hereto and incorporated herein by this reference.
 - 3.6.7 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Supra Telecom not addressed in Exhibit A shall be as set forth in the appropriate Party's Commission approved and effective intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' Local Traffic, excluding Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Supra Telecom shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 3.7 All originating toll free service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls.

July 15, 2002

- 3.8 The Parties shall deliver over any trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the access tandem; and (2) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the access tandem.
- 3.9 For BellSouth end offices that do not normally subtend tandem for which calls are routed to that end office on an alternate routing basis, BellSouth will provide Supra Telecom its alternative routing (scheme) arrangements. Where BellSouth utilizes alternative arrangements, it shall deliver any traffic through that alternative routing.
- 3.10 The Parties shall deliver over any trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.
- 3.11 The source for the routing information for all traffic shall be the LERG, unless otherwise agreed to between the Parties.
- 3.12 Where either Party delivers over the local traffic trunk groups miscellaneous calls (e.g., time, weather, 976) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- 3.13 The Parties will cooperate to establish separate, choke trunk groups for the completion of calls to customers such as radio contest lines. Notwithstanding the foregoing, the Parties agree that where the Parties' switch has the capability to perform call gapping and other protective network traffic management controls, separate trunk groups shall not be required to carry such traffic.
- 3.14 N11 code traffic shall be routed between the Parties' networks pursuant to accepted industry practice (e.g., over local traffic trunks or over separate trunk groups).
- 3.15 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification/Busy Line Verification Interrupt ("BLV/BLVI") services on calls between their respective line side end users for numbers that are not ported.
- 3.16 A blocking standard of one-half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided exchange access traffic between an end

July 15, 2002

office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). High usage trunk groups shall be sized to an economic CCS parameter mutually agreed to by both Parties.

- 3.16.1 Pursuant to Attachment 9, incorporated herein by this reference, BellSouth shall report to Supra Telecom information regarding blocking of interconnection traffic.
- 3.17 The Parties agree to jointly manage the capacity of interconnection trunk groups to encourage the economic deployment of increasingly robust and diverse interconnection between their networks.

4. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 4.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 4.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the technical specifications set forth in the applicable industry standard technical references. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the applicable industry standard technical references. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 4.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate,

July 15, 2002

where technically feasible, or to any other Party to which each Party provides local interconnection.

- 4.4 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating exchange access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum ("OBF") adopted guidelines pertaining to TNS codes.
- 4.4.1 BellSouth's Common Channel Signaling Access Service ("CCSAS") allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path.
- 4.4.2 The transport portion of CCSAS, commonly referred to as a signaling link, is provided via dedicated 56 kbps out of band signaling connections between the Supra Telecom signaling point of interconnection and BellSouth's signaling point of interconnection ("SPOI").
- 4.4.3 The network termination point where this interconnection takes place is called the Signaling Transfer Point ("STP") port termination.
- 4.4.4 Charges for signaling links and the STP port termination can be found in Attachment 2 of this Agreement, incorporated herein by this reference.

July 15, 2002

- 4.4.5 Each CCSAS signaling connection provides for two-way digital transmission at speeds in multiples of 56 kbps. The connection to BellSouth's STP pair can be made from either Supra Telecom's signaling point ("SP"), which requires a minimum of two links, or from Supra Telecom's STP pair, which requires a minimum of four links.
- 4.5 SS7 Interconnection will take place at STP locations that are mutually agreed to by the Parties.
- 4.6 Where CCS is not available, in-band multi-frequency signaling will be provided. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party with appropriate call set-up and Automatic Number Identification ("ANI") where available, at parity.
- 4.7 The Parties will provide CCS to one another, where and as available, in conjunction with access to call related databases and Service Control Points ("SCP"), including toll free databases, Line Information Database ("LIDB"), Calling Name ("CNAM"), and any other necessary databases.
- 4.8 When the Parties establish new links, each Party shall provide its own STP port termination(s) and charge the other Party for the signaling links as follows
 - 4.8.1 Where the SPOI for the signaling link is at a Fiber Meet, there shall be no compensation between the Parties for the signaling link facilities used.
 - 4.8.2 Where the SPOI for the signaling link facilities is located at the BellSouth Serving Wire Center where the signaling link facilities terminates and Supra Telecom has furnished the interconnection facility, BellSouth will pay a monthly charge equal to one half of the Supra Telecom-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Attachment 2 of this Agreement, incorporated herein by this reference.
 - 4.8.3 Where the SPOI for the signaling link facilities is located at the Supra Telecom Serving Wire Center facility where the signaling link facilities terminate and BellSouth has furnished the interconnection facility, Supra Telecom will pay a monthly charge equal to one half of the BellSouth-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Attachment 2 of this Agreement, incorporated herein by this reference.

July 15, 2002

- 4.8.4 Each party is responsible for all facility maintenance and provisioning on its side of the SPOI.
- 4.9 Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements), including testing of SS7 interconnection, shall be pursuant to the technical specifications set forth in the applicable industry standard technical references. Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that Supra Telecom LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate BellSouth switches. A mutually agreed test calling plan shall be conducted to ensure successful completion of originating and terminating calls.
- 4.10 Message Screening
- 4.10.1 BellSouth shall set message screening parameters so as to accept messages from Supra Telecom local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the Supra Telecom switching system has a legitimate signaling relationship.
- 4.10.2 BellSouth shall set message screening parameters so as to accept messages destined to/from a Supra Telecom local or tandem switching system or to/from a Supra Telecom Service Control Point ("SCP") from any signaling point or network interconnected to the BellSouth SS7 network with which the Supra Telecom switching system has a legitimate signaling relationship.
- 4.11 STP Requirements
- 4.11.1 BellSouth shall provide message transfer part and Signaling Connection Control Point ("SCCP") protocol interfaces in accordance with the technical specifications set forth in the applicable industry standard technical references.
- 4.12 SS7 Network Interconnection
- 4.12.1 SS7 Network Interconnection is the interconnection of Supra Telecom STPs and Supra Telecom local or tandem switching systems with the BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Supra Telecom local or tandem switching

July 15, 2002

systems and other third-party switching systems directly connected to the BellSouth SS7 network.

- 4.12.2 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
 - 4.12.2.1 BellSouth local or tandem switching systems;
 - 4.12.2.2 BellSouth databases; and
 - 4.12.2.3 Other third-party local or tandem switching systems.
- 4.12.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Supra Telecom or other third-party switching systems with [note could be A or D/B link] direct access to the BellSouth SS7 network.
- 4.12.4 SS7 Network Interconnection shall provide transport for certain types of TCAP messages. If traffic is routed based on dialed or translated digits between an Supra Telecom local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Supra Telecom local STPs and the BellSouth or other third-party local switch.
- 4.12.5 When the capability to route messages based on Intermediate Signaling Network Identifier ("ISNI") is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code ("CIC").
- 4.12.6 BellSouth shall offer the following SS7 Network Interconnection options to connect Supra Telecom or Supra Telecom-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 4.12.6.1 A-link interface from Supra Telecom local or tandem switching systems; and
 - 4.12.6.2 D/B-link interface from Supra Telecom STPs.
- 4.12.7 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

July 15, 2002

- 4.12.7.1 An A-link layer shall consist of two links.
- 4.12.7.2 A D/B-link layer shall consist of four links.
- 4.12.8 The Parties agree to implement intraoffice diversity for the signaling links so that no single failure of intraoffice facilities or equipment shall cause the failure of any two links in a layer connecting to a BellSouth STP.
- 4.13 Trunk Forecasting and Servicing Requirements
 - 4.13.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to Supra Telecom, Supra Telecom must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If Supra Telecom refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.
 - 4.13.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this section shall be deemed "Confidential Information" as set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
 - 4.13.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 48 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other

July 15, 2002

Party if they know of situations in which the traffic load is expected to increase significantly and thus affects the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this section shall be deemed "Confidential Information" as set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

- 4.13.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 4.13.5 Signaling Call Information. BellSouth and Supra Telecom will send and receive 10 digits for local traffic. Additionally, BellSouth and Supra Telecom will exchange the proper call information, i.e., originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 4.13.6 Both Parties will manage the capacity of their interconnection trunk groups. BellSouth will issue an ASR to Supra Telecom to order changes BellSouth desires to the BellSouth interconnection trunk groups based on BellSouth's capacity assessment. Supra Telecom will issue an ASR to BellSouth to order changes Supra Telecom desires to the Supra Telecom interconnection trunk groups based on Supra Telecom's capacity assessment.
 - 4.13.6.1 Either Party may issue a Trunk Group Service Request ("TGSR") to the other Party to order changes it desires to the interconnection trunk groups based on its capacity assessment. The Party receiving the TGSR will, within ten (10) business days, respond with an ASR or an explanation of why it believes an ASR is inappropriate.
 - 4.13.6.2 The Party submitting an ASR will provide complete and accurate tie down inventory assignments in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order by use of a Design Layout Record. Additional tie down information, such as span information, may be required when applicable.
 - 4.13.6.3 The Parties will prepare ASRs pursuant to the industry standard guidelines of the OBF.

July 15, 2002

- 4.13.6.4 The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.
- 4.13.6.5 The standard interval used for the provisioning of additions to local interconnection trunk groups shall be no greater than ten (10) business days, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. Where feasible, either Party will expedite installation, upon the other Party's request.
- 4.13.7 Major projects shall be limited to those projects that require the coordination and execution of multiple orders or related activities between and among BellSouth and Supra Telecom work groups specifically relating to: (i) the initial establishment of local interconnection trunk groups; (ii) extending service into a new area; (iii) NXX code moves; (iv) facility grooming; or (v) network rearrangements. If orders that are component pieces of a major project are submitted after project implementation has been jointly planned and coordinated, they shall be submitted with a major project reference. Several orders submitted at one time may not be classified as a major project without the consent of the submitting Party. Each Party will identify a single point of contact that will be responsible for overall coordination and management of a major project through an agreed completion point.
- 4.13.8 As provided herein, Supra Telecom and BellSouth agree to exchange escalation lists that reflect contact personnel including vice president level officers. These lists shall include name, department, title, phone number, and fax number for each person. Supra Telecom and BellSouth agree to exchange an up-to-date list promptly following changes in personnel or information.
- 4.14 Interference or Impairment
- 4.14.1 Upon receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall work cooperatively to determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.
- 4.15 Local Dialing Parity
- 4.15.1 BellSouth and Supra Telecom shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and Supra Telecom shall

July 15, 2002

permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5. NETWORK MAINTENANCE

5.1 Outage Repair Standard

5.1.1 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.

5.2 BellSouth shall provide Supra Telecom at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact Supra Telecom's end users. Scheduled maintenance shall include, without limitation, such activities as, switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion.

6. INTERCONNECTION COMPENSATION

6.1 Compensation for Local Traffic and ISP-bound Traffic

6.1.1 Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that Party's network, except for those calls that originated or terminated through switched access arrangements as established by the ruling regulatory body.

6.1.1.1 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic and ISP-bound Traffic is intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purposes of providing a telecommunications service to an end user.

July 15, 2002

- 6.1.1.2 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 6.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
- 6.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and Supra Telecom agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Supra Telecom that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Supra Telecom further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Supra Telecom that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 6.1.4 The Parties shall provide for the mutual and reciprocal recovery of the costs for the network facilities utilized in transporting and terminating Local Traffic on each other's network. The Parties agree that charges for transport and termination of calls on their respective networks are as set forth in Exhibit A to this Attachment.
- 6.1.5 For the purposes of this Attachment 3, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches. Supra shall not charge the Common Transport rate to BellSouth.
- 6.1.6 For the purposes of this Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch). Supra shall not charge the Tandem Switching rate to BellSouth.
- 6.1.7 For the purposes of this Attachment 3, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

July 15, 2002

- 6.1.8 If Supra Telecom utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from Supra Telecom for transport and termination of BellSouth originated traffic, BellSouth will pay Supra Telecom no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where Supra Telecom receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the Supra Telecom terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate Supra Telecom at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the network facilities provided by Supra Telecom as defined in this Attachment 3.
- 6.1.8.1 Neither Party shall represent access services traffic (e.g., Internet Protocol Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation. "Internet Protocol Telephony" is defined as real-time voice conversations over the Internet by converting voices into data which is compressed and split into packets, which are sent over the Internet like any other packets and reassembled as audio output at the receiving end.
- 6.2 Unidentifiable traffic. Supra Telecom shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish local from intraLATA toll traffic for BellSouth originated traffic. Supra Telecom end users assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to Supra Telecom for termination on the Supra Telecom's network, if BellSouth cannot determine, because of the manner in which Supra Telecom has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Services Tariff. BellSouth will make appropriate billing adjustments if Supra Telecom can provide sufficient information for BellSouth to determine whether said traffic is local or toll.
- 6.3 Percent Local Use Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and Supra Telecom shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for

July 15, 2002

Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.

- 6.3.1 Notwithstanding the reporting interval set forth in Section 6.3, BellSouth will accept and implement a monthly PLU, for a period of twelve (12) months, whenever Supra Telecom gains an end user whose calling pattern and traffic would likely have an impact on the PLU reported by Supra Telecom or whenever Supra Telecom opens a new calling area or begins marketing local services in a new area. After reporting the PLU monthly for a twelve (12) month period, the PLU reporting will revert to quarterly. Unless the monthly reporting demonstrates that the PLU has stabilized, then the reporting party will continue to report a monthly PLU for an additional six (6) month period or until the Parties agree that the PLU has stabilized, whichever occurs first. In all other instances, the PLU reporting shall be quarterly.

- 6.4 Percentage Interstate Usage. For combined interstate and intrastate Supra Telecom traffic terminated by BellSouth over the same facilities, Supra Telecom will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Supra Telecom. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.

- 6.5 Audits. On thirty (30) days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the traffic reported. BellSouth and Supra Telecom shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit

July 15, 2002

results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 Compensation for 800 Traffic

6.6.1 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the each Party's intrastate or interstate switched access tariffs.

6.6.2 Records for 8YY Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8YY customers. Records required for billing end users purchasing 8YY Services shall be provided pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

6.7 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for Supra Telecom's Transit Traffic. Transit Traffic is traffic originating on Supra Telecom's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to Supra Telecom's network. Rates for local Transit Traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that Supra Telecom's end office is subtending the BellSouth Access Tandem for switched access traffic to and from Supra Telecom's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with Multiple Exchange Carrier Access Billing ("MECAB") guidelines.

7. OSS RATES

July 15, 2002

- 7.1 To the extent Supra Telecom orders a Service and Element for the purpose of interconnection, the OSS Rates set forth in Attachment 2 of this Agreement, incorporated herein by this reference, shall apply.

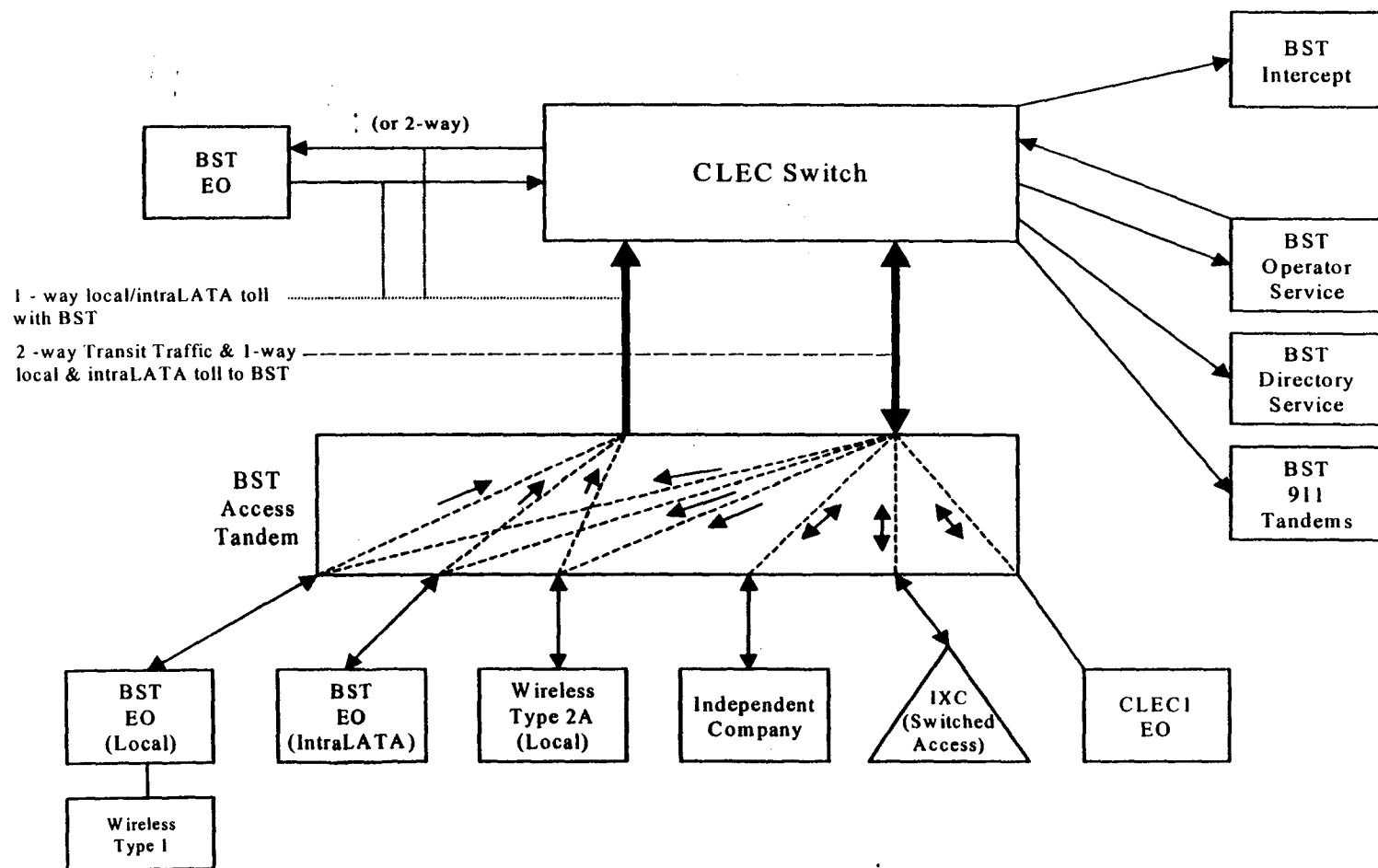
July 15, 2002

LOCAL INTERCONNECTION - Florida												Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First			Add'l	SOMEC	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bl" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	END OFFICE SWITCHING														
	End Office Switching Function Per MOU			OHD		0.0008302									
	TANDEM SWITCHING														
	Tandem Switching Function Per MOU			OHD		0.0008019									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0008019									
	Tandem Intermediary Charge, per MOU*			OHD		0.0000									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE														
	Installation Trunk Side Service - per DS0			OHD	TPP++		336.43	57.38							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)														
	Common Transport - Per Mile, Per MOU			OHD		0.0000035									
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372									
LOCAL INTERCONNECTION (TRANSPORT)															
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE														
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0091									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	25.32	31.78		7.03						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS														
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0091									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.44	31.78		7.03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0091									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.44	31.78		7.03						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1														
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	98.44	98.47		19.05						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3														
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	219.26		70.56						
	LOCAL CHANNEL - DEDICATED TRANSPORT														
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	21.94	265.94	48.97	37.63	4.00					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	22.81	266.54	47.67	44.22	5.33					
	Local Channel - Dedicated - DS1 per month			OH1	TEFH3	35.28	216.65	183.54	24.30	16.95					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84					
LOCAL INTERCONNECTION MID-SPAN MEET															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFH3	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
	MULTIPLEXERS														
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49					

LOCAL INTERCONNECTION - Florida												Attachment: 3		Exhibit: A							
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)					
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07											
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08													
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																					

Basic Architecture

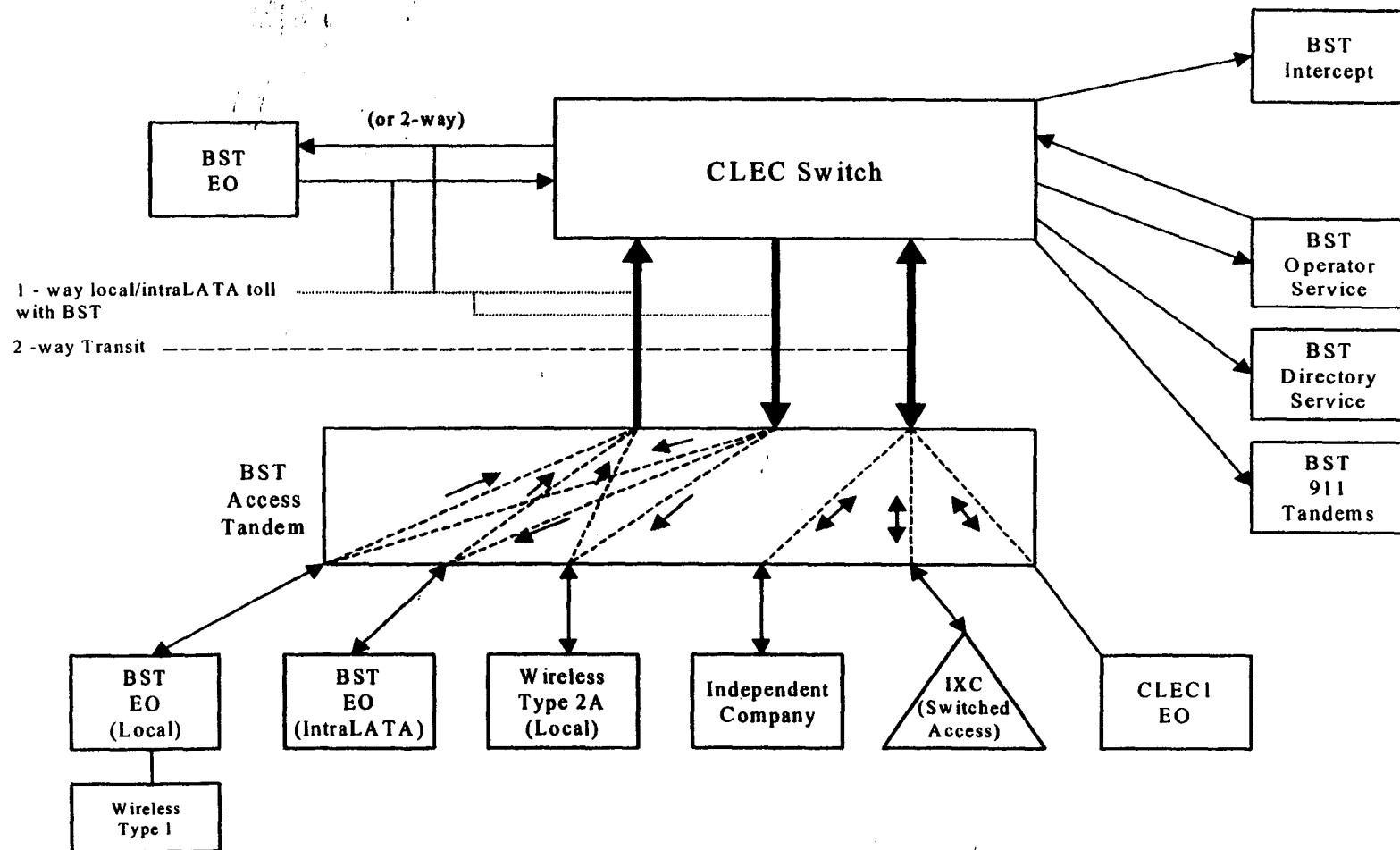
Exhibit B



July 15, 2002 |

One-Way Architecture

Exhibit C

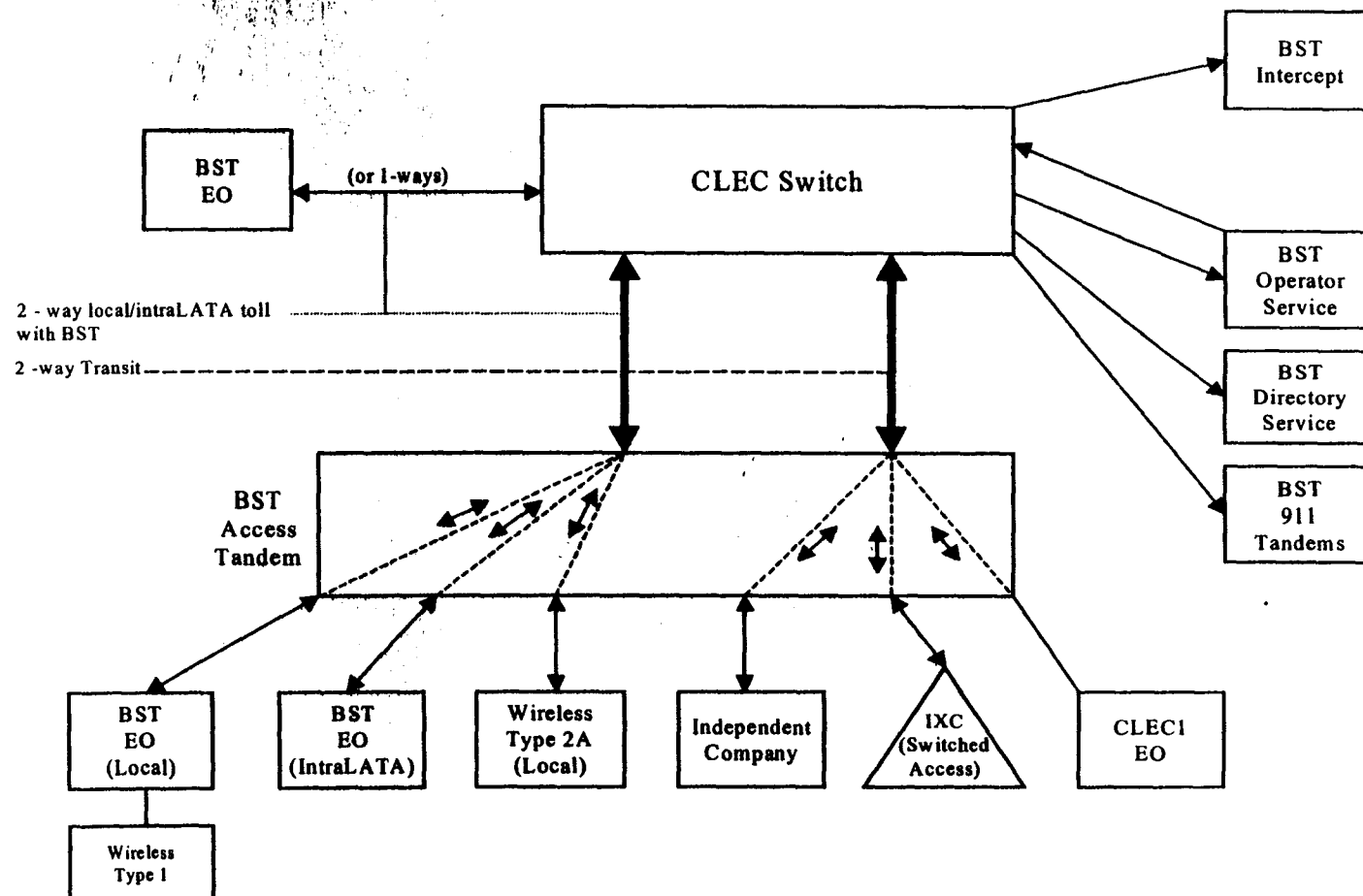


July 15, 2002

July 15, 2002

Two-Way Architecture

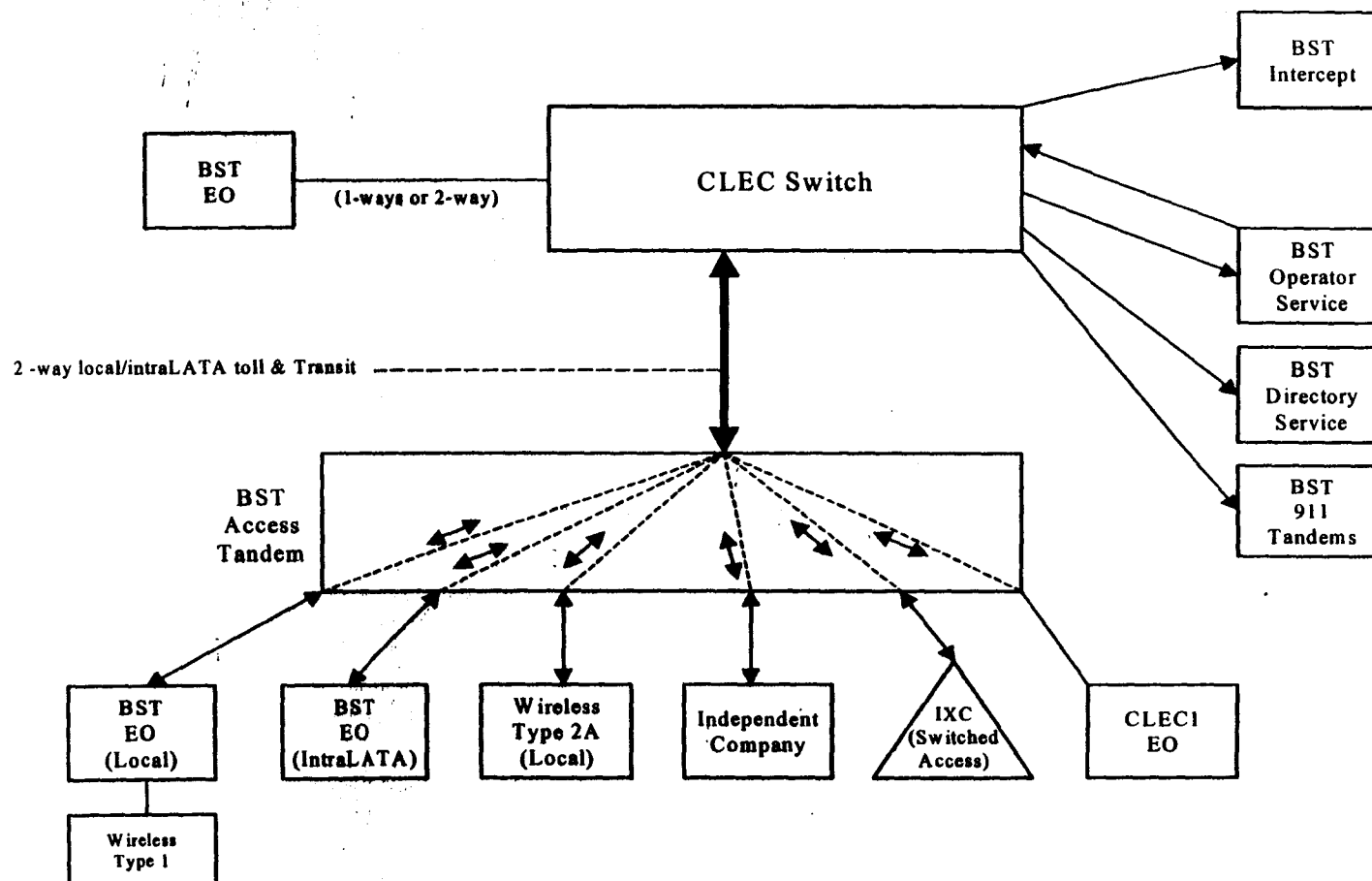
Exhibit D



July 15, 2002

Supergroup Architecture

Exhibit E



July 15, 2002 |

Attachment 4

Collocation

TABLE OF CONTENTS

1.	SCOPE OF ATTACHMENT	3
2.	SPACE NOTIFICATION	4
3.	COLLOCATION OPTIONS	6
4.	OCCUPANCY	10
5.	USE OF COLLOCATION SPACE	12
6.	ORDERING AND PREPARATION OF COLLOCATION SPACE	20
7.	RATES AND CHARGES	27
8.	INSURANCE	29
9.	MECHANICS LIENS	29
10.	INSPECTIONS	30
11.	SECURITY AND SAFETY REQUIREMENTS	30
12.	NOTIFICATION OF SERVICE AFFECTING ACTIVITY WITHIN THE BELLSOUTH PREMISES	33
13.	DESTRUCTION OF COLLOCATION SPACE	34
14.	EMINENT DOMAIN	35
15.	RELOCATION OF SUPRA TELECOM'S EQUIPMENT	35
16.	NONEXCLUSIVITY	36

EXHIBIT A - RATES

EXHIBIT B - ENVIRONMENTAL AND SAFETY PRINCIPLES

EXHIBIT C - REMOTE SITE PHYSICAL COLLOCATION

COLLOCATION

1. SCOPE OF ATTACHMENT

- 1.1 Scope of Attachment. BellSouth shall offer to Supra Telecom collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules and regulations of the FCC. If BellSouth provides any collocation to its own customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same collocation to Supra Telecom at rates, terms and conditions no less favorable to Supra Telecom than those provided by BellSouth to itself or to any other party. The rates, terms, and conditions contained within this Attachment shall only apply when Supra Telecom is occupying the collocation space as a sole occupant or as a Host, as defined below, pursuant to Section 3 of this Attachment 4.
- 1.2 Right to occupy. Subject to Section 4 of this Attachment 4, BellSouth hereby grants to Supra Telecom a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Supra Telecom and agreed to by BellSouth (hereinafter "Collocation Space"). "Premises" refers to BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth central offices, the Parties will negotiate said rates, terms and conditions at the request for collocation at other than a central office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by Supra Telecom may contemplate a request for space sufficient to accommodate Supra Telecom's growth within a two year period unless otherwise agreed to by the Parties.
- 1.2.1 Space Reclamation. In the event of space exhaust within a Premise, BellSouth may provide notice, which must be in writing, to Supra Telecom requesting that Supra Telecom release non-utilized Collocation Space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in Supra Telecom's collocation arrangement is not being utilized by the end of the second year from the date Supra Telecom accepted the Collocation Space.

Supra Telecom, within twenty (20) days of receipt of a written notification from BellSouth, shall either: (i) return the non-utilized Collocation Space to BellSouth, in which case Supra Telecom shall be relieved of all obligation for charges for that portion of the Collocation Space so released; (ii) provide BellSouth evidence that equipment is on order which will be installed in the non-utilized Collocation Space; or (iii) enter into a sharing relationship with another telecommunications carrier who will utilize the non-utilized Collocation Space.

- 1.3 Use of Space. Supra Telecom shall use the Collocation Space for the purposes of installing, provisioning, maintaining and operating Supra Telecom's equipment (to include testing and monitoring equipment) used or useful primarily to gain access to Network Elements and Combinations and secondarily to interconnect with BellSouth services and facilities, for the provision of telecommunications services. Pursuant to Section 5 of this Attachment 4, Supra Telecom may at its option, place Supra Telecom-owned or Supra Telecom-leased entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Supra Telecom may connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Supra Telecom pursuant to Section 5.7 of this Attachment 4. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.4 BellSouth will offer virtual or adjacent, where technically feasible, collocation of the equipment where BellSouth is prepared to demonstrate that physical collocation is not practical for technical reasons or because of space limitations as provided in § 251(c)(6) of the Act and FCC orders.

- 1.5 Rates and charges. Supra Telecom agrees to pay the rates and charges identified at Exhibit A attached hereto.

2. SPACE NOTIFICATION

- 2.1 Availability of Space. Upon submission of an application pursuant to Section 6 of this Attachment 4, BellSouth will permit Supra Telecom to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to

technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If BellSouth responds that requested space is not available within the requested BellSouth Premises, BellSouth will inform Supra Telecom of the amount of space that is available. If no space is available, BellSouth will inform Supra Telecom that virtual or adjacent collocation is an option at the requested Premises.

- 2.2 Reporting. Upon request from Supra Telecom, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report or the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from Supra Telecom must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises where applicable. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association ("NECA") Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a particular Premises within ten (10) business days of receipt of such request. BellSouth will respond in ten (10) business days to a request for up to and including five (5) Premises within the same state. The response time for a request of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) business day response time, BellSouth shall notify Supra Telecom and inform Supra Telecom of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying Supra Telecom that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow Supra Telecom, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the central office must be received by BellSouth within five (5) business days of the Denial of Application. Notwithstanding the foregoing, the Parties may agree to conduct the tour outside of the 10-day period.

- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. §251(c)(6) and the appropriate state and federal rules and regulations.
- 2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a letter of intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of the telecommunications carrier on said waiting list. Upon request BellSouth will advise Supra Telecom as to its position on the list.
- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a central office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5 of this Attachment 4.

3. COLLOCATION OPTIONS

- 3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow Supra Telecom to collocate Supra Telecom's equipment and facilities without requiring the construction of a cage or similar structure to enclose said equipment and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Supra Telecom to have direct access to its equipment and facilities but may require Supra Telecom to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7.5 of this Attachment 4. BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Supra Telecom must provide the equipment layout, including spatial dimensions for such equipment pursuant to Section 5.1.1 of this Attachment 4 and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 of this Attachment 4.

- 3.1.1 **Shared Cageless Collocation.** Supra Telecom may allow other telecommunications carriers to share Supra Telecom's cageless collocation arrangements pursuant to the terms and conditions of Section 3.1.1 and Section 3.3 of this Attachment. Notwithstanding the foregoing, sharing of cageless space within the cageless arrangement shall not be authorized (1) where local building codes do not allow shared cageless collocation; or (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by that lease from offering shared cageless collocation or (3) where the only remaining space of Supra Telecom's cageless collocation arrangement requires Supra Telecom's equipment to be commingled with BellSouth equipment. For purposes of this section, commingled means that the location of the Supra Telecom cageless arrangement in the BellSouth equipment lineup is such that BellSouth is not able to enclose BellSouth's equipment. Supra Telecom shall coordinate with its Guest, as defined below, and BellSouth to limit the number of parties working within the shared cageless collocation arrangement at the same time. BellSouth agrees to waive this provision in the event a specific project requires the presence of multiple parties all at the same time.
- 3.2 **Cages and Adjacent Arrangement Enclosures.** At Supra Telecom's option and upon request, BellSouth shall construct cages in compliance with Supra Telecom's collocation request. At Supra Telecom's request, BellSouth shall permit Supra Telecom to subcontract the construction of physical collocation arrangements with BellSouth Certified Vendors, provided however, that BellSouth shall not unreasonably withhold approval of contractors.
- 3.2.1 When Supra Telecom subcontracts the construction, Supra Telecom must arrange with a BellSouth Certified Vendor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at Supra Telecom's expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Supra Telecom and Supra Telecom's BellSouth Certified Vendor must comply with local building code requirements. Supra Telecom's BellSouth Certified Vendor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Supra Telecom and provide, at Supra Telecom's expense, the documentation, including architectural drawings, necessary for Supra Telecom to obtain the zoning, permits

and/or other licenses. BellSouth shall pass on to Supra Telecom the costs of providing the documentation. The Certified Vendor shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.

- 3.2.2 BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's specifications and to require Supra Telecom to remove or correct at Supra Telecom's cost any structure that does not meet these standards.
- 3.2.3 Supra Telecom must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Access Keys provided to BellSouth shall not be duplicated under any circumstances. Except in case of emergency, BellSouth will not access Supra Telecom's locked enclosure prior to notifying Supra Telecom. BellSouth shall notify Supra Telecom in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse Supra Telecom the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for Supra Telecom to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. Supra Telecom shall have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that Supra Telecom shall immediately provide BellSouth with such new keys.
- 3.3 Shared Caged Collocation. Supra Telecom may allow other telecommunications carriers to share Supra Telecom's caged collocation arrangement pursuant to terms and conditions agreed to by Supra Telecom ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and Supra Telecom shall provide written notice to BellSouth that it has entered into a shared arrangement prior to submitting an application for said Guest. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment 4.

- 3.3.1 Supra Telecom shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest Application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to Network Elements.
- 3.3.2 Supra Telecom shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Supra Telecom's Guests in the Collocation Space.
- 3.4 Adjacent Collocation. BellSouth will make available, where space is legitimately exhausted in a particular BellSouth Premises, collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible. BellSouth will permit Supra Telecom to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. BellSouth will provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. BellSouth will permit Supra Telecom to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either BellSouth or by Supra Telecom itself. The Adjacent Arrangement shall be constructed or procured by Supra Telecom and in conformance with BellSouth's reasonable safety and maintenance requirements. BellSouth will provide specifications upon request. Further, Supra Telecom shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be as set forth in Exhibit A.
- 3.4.1 Should Supra Telecom elect such option, Supra Telecom must arrange with a BellSouth Certified Vendor to construct an Adjacent Arrangement structure. Where local building codes require enclosure

specifications more stringent than BellSouth's standard specification, Supra Telecom and Supra Telecom's contractor must comply with local building code requirements. Supra Telecom's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. BellSouth shall cooperate with Supra Telecom and provide, at Supra Telecom's expense, the documentation necessary for Supra Telecom to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to Supra Telecom the costs of providing the documentation. Supra Telecom's BellSouth Certified Vendor shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.

- 3.4.2 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 of this Attachment 4, to ensure the design and construction comply with BellSouth's specifications. BellSouth may require Supra Telecom, at Supra Telecom's sole cost, to correct any deviations from BellSouth's specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 Supra Telecom shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking and conduit) to the BellSouth point of interconnection. At Supra Telecom's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.
- 3.4.4 Where Supra Telecom has elected to construct the adjacent enclosure itself, BellSouth shall deliver to Supra Telecom the requested ground space thirty (30) days after BellSouth receives Supra Telecom's Bona Fide Firm Order.
- 3.4.5 BellSouth shall allow other telecommunications carriers to share Supra Telecom's Adjacent Arrangements pursuant to the terms and conditions set forth in Section 3.3 above.

4. OCCUPANCY

- 4.1 Commencement Date. The "Commencement Date" shall be the day Supra Telecom's equipment becomes operational as described in Section 4.2 of this Attachment 4.
- 4.2 Occupancy. BellSouth will notify Supra Telecom in writing that the Collocation Space is ready for occupancy. Supra Telecom must place operational telecommunications equipment in the Collocation Space and begin either receiving access to Network Elements or interconnecting with BellSouth's network within one hundred eighty (180) days after receipt of such notice. Supra Telecom must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If Supra Telecom fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then BellSouth may, upon thirty (30) days written notice, request Supra Telecom to return the space. Supra Telecom is not required to return the space if, within that thirty (30) day period: (1) Supra Telecom utilizes the space by placing equipment in the space; (2) Supra Telecom provides BellSouth a legitimate business plan within fifteen (15) calendar days showing its intent to utilize the space within forty-five (45) days of submitting the business plan; or (3) Supra Telecom enters into a sharing relationship for its space pursuant to Section 3.4 of this Attachment 4. In the event that Supra Telecom does not satisfy any of the foregoing conditions, its right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Supra Telecom with respect to said Collocation Space. However, for good cause shown, Supra Telecom may request and BellSouth will grant an extension of up to 30/60 days. Termination of Supra Telecom's rights to the Collocation Space pursuant to this section shall not operate to release Supra Telecom from its obligation to reimburse BellSouth for all unpaid costs reasonably incurred by BellSouth pursuant to Section 4.2.2 of this Attachment 4 in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this Section 4.2, Supra Telecom's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.2.1 If, after the initial installation of Supra Telecom's equipment, the initial connections provided by BellSouth on BellSouth's side of the demarcation point do not allow Supra Telecom's equipment to function in a manner that allows Supra Telecom to provide telecommunications

services to its end users, BellSouth will credit Supra Telecom the floor space charges for the period of time that the Supra Telecom equipment is not operational due to the faulty connections. Such credit will also include a pro rata credit for cross-connections and any Network Elements ordered and installed and will not apply if the malfunction results from BellSouth provisioning such connections in accordance with Supra Telecom specifications.

- 4.2.2 Termination. Except where otherwise agreed to by the Parties, Supra Telecom may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, Supra Telecom at its expense shall remove its equipment and other property from the Collocation Space. Supra Telecom shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of any other occupant of Supra Telecom's Collocation Space; provided, however, that Supra Telecom shall continue payment of monthly fees to BellSouth until such date as Supra Telecom has fully vacated the Collocation Space. Upon expiration of this Attachment, Supra Telecom shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Supra Telecom except for ordinary wear and tear. Unless otherwise agreed upon by the Parties, Supra Telecom shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. **USE OF COLLOCATION SPACE**

- 5.1 Equipment Type. BellSouth shall permit the collocation of any type of equipment used or useful for interconnection or for access to Network Elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to Network Elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, equipment being collocated to terminate basic transmission facilities pursuant to § 64.1401 and § 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, remote switching modules, and digital/optical cross-connect panels, and digital loop carrier. Nothing in this section requires BellSouth to permit collocation of equipment used solely for

switching or solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of Supra Telecom to use all the features, functions, and capabilities of equipment collocated including, but not limited to, switching and routing features and functions and enhanced services functionalities.

- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Specifications (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the Collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards.
- 5.1.2 Supra Telecom shall not use the Collocation Space for marketing purposes nor shall it place any advertising signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.3 Supra Telecom shall place a plaque or other identification affixed to Supra Telecom's equipment, cage or adjacent structure necessary to identify Supra Telecom's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 BellSouth shall not impose any performance standards, except for safety, on Supra Telecom equipment. These safety standards will not exceed the standards that BellSouth imposes on its own equipment, its subsidiaries' equipment, or to the equipment of any third person.
- 5.2 For both Physical Collocation and Virtual Collocation, Supra Telecom may either purchase unbundled transmission facilities (and any necessary cross-connection) from BellSouth or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation Space at BellSouth's Premises.
- 5.3 Entrance Facilities. Supra Telecom may elect to place Supra Telecom-owned or Supra Telecom-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises housing the Collocation Space, such as an entrance manhole or a

cable vault which are physically accessible by both Parties. Supra Telecom will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. If Supra Telecom desires to place cable other than fiber, BellSouth shall permit interconnection using copper or coaxial cable if such interconnection is first approved by the Commission. Supra Telecom will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the Supra Telecom's equipment in the Collocation Space. Supra Telecom must arrange for BellSouth to splice the entrance facility to Supra Telecom-provided riser cable. In the event Supra Telecom utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Pursuant to the Supra Telecom/BellSouth Right-of-Way Attachment 8, incorporated herein by this reference, Supra Telecom must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Supra Telecom is responsible for maintenance of the entrance cable.

5.3.1 Dual Entrance. BellSouth will provide at least two (2) such Interconnection points at each BellSouth Premises at which there are at least two (2) entry points for BellSouth's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points. In response to a request for physical collocation under this Attachment, BellSouth shall provide Supra Telecom with information regarding BellSouth's capacity to accommodate dual entrance facilities. Consistent with Attachment 8, incorporated herein by this reference, if conduit in the serving manhole(s) is available and is not reserved for another purpose, BellSouth will make the requested conduit space available for installing a second entrance facility to Supra Telecom's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth so long as the location selected is as close as reasonably possible. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.3.2 Shared Use. Supra Telecom may utilize spare capacity on an existing telecommunications service providers entrance facility for the purpose of providing an entrance facility to another Supra Telecom collocation arrangement within the same Premises. Supra Telecom must arrange for BellSouth to splice the entrance facility to Supra Telecom-provided riser cable.

- 5.4 Splicing in the Entrance Manhole. Although not generally permitted, should Supra Telecom request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Supra Telecom by BellSouth, Supra Telecom shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.
- 5.5 Demarcation Point. For the purposes of this Attachment, BellSouth will designate the point(s) of interconnection between Supra Telecom's equipment and/or network and BellSouth's network located as close as reasonably possible to Supra Telecom's Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require Supra Telecom to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth's network, if technically feasible. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Supra Telecom shall be responsible for providing, and Supra Telecom's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4 of this Attachment 4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Supra Telecom or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Attachment 4, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Supra Telecom's option, expense, and if space permits, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space but shall not serve as the demarcation point, but may serve as a testing point.
- 5.6 Supra Telecom's Equipment and Facilities. Supra Telecom, or if required by this Attachment, Supra Telecom's BellSouth certified

vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Supra Telecom. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation Space, Supra Telecom shall obtain BellSouth's approval of Supra Telecom's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. BellSouth may request additional information before granting approval.

- 5.7 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, Network Elements, and facilities, Supra Telecom may directly connect to other telecommunications service providers within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by Supra Telecom or through BellSouth facilities designated by Supra Telecom, at Supra Telecom's option. Such connections to other carriers may be made using either copper, optical, coaxial or electrical facilities. Supra Telecom may deploy such connections directly between its own facilities and the facilities of other carrier(s) without being routed through BellSouth equipment. Supra Telecom may provide connection between the equipment in the Collocation Spaces via a cross-connection or other connecting transmission facility that meets the same reasonable safety requirements that BellSouth imposes on its own equipment. Supra Telecom may make this connection to another collocating telecommunications carrier even if the equipment being connected is in the same room as BellSouth's equipment.

- 5.7.1 If Supra Telecom requests a co-carrier cross-connect after the initial installation, Supra Telecom must submit an application with a Subsequent Application Fee. Supra Telecom must use a BellSouth Certified Vendor to place the co-carrier cross connect, except in cases where the Supra Telecom equipment and the equipment of the other carrier are located within contiguous Collocation Spaces. In cases where Supra Telecom's equipment and the equipment of the other telecommunications carrier are located in contiguous Collocation Spaces, Supra Telecom will have the option to deploy the co-carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support